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California Science Center and Jeffrey Rudolph in his
official capacity and the President and CEO of the
California Science Center*

EXEMPT FROM FILING FEE
GOVERNMENT CODE § 6103

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUN 03 2011

John A. Green Clerk
By GLORIETTA ROBINSON Deputy

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

13 **AMERICAN FREEDOM ALLIANCE, a**
14 **nonprofit corporation,**
15
16 **v.**
17
18 **CALIFORNIA SCIENCE CENTER, a legal**
entity of the State of California;
19 **CALIFORNIA SCIENCE CENTER**
FOUNDATION, a nonprofit corporation;
20 **JEFFREY RUDOLPH, an Individual, and**
DOES 1 through 50, inclusive,
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Plaintiff,

Defendants.

Case No. BC 423687

**CENTER DEFENDANTS' REQUEST FOR
JUDICIAL NOTICE IN SUPPORT OF
THEIR MOTION FOR SUMMARY
JUDGMENT, OR IN THE
ALTERNATIVE, SUMMARY
ADJUDICATION**

[Center Defendants' Lodgment of Non-California Authorities; Reply to AFA's Opposition to Separate Statement; Opposition to AFA's Objections to Evidence; Objections to Becker Declaration; [Proposed] Order on Objections to Becker Declaration; Objections and Motion to Strike Woodward Declaration; Objections and Motion to Strike Lepiscopo Declaration, filed concurrently herewith]

Date: June 9, 2011
Time: 8:45 a.m.
Dept: 14
Judge: The Honorable Terry A. Green
Trial Date: September 12, 2011
Action Filed: October 14, 2009

1 The California Science Center and Jeffrey Rudolph in his individual and official capacity as
2 President and CEO of the California Science Center (collectively "Center Defendants"), in
3 support of their pending Motion for Summary Judgment/Adjudication now set for hearing on
4 June 9, 2011, in this Department, ask the Court to take judicial notice of the following documents
5 already on file in the above-entitled action pursuant to California Evidence Code section 452(d):

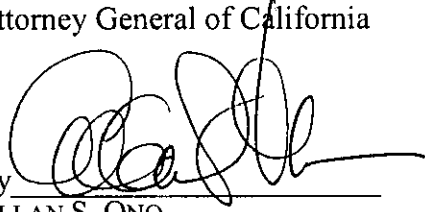
6 Exhibit 1: Plaintiff American Freedom Alliance's ("AFA") Separate Statement In
7 Response to Foundation Defendants' Motion for Summary Adjudication Re: Claims Asserted
8 Under the U.S. Constitution and California Constitution. Said AFA document was filed on or
9 about May 26, 2011 in connection with the California Science Center Foundation's Motion for
10 Summary Adjudication set for concurrent hearing on June 9, 2011. In particular, the Center
11 Defendants ask the Court to take notice of 32:18-20 [i.e., UMF No. 8]. A true and correct copy of
12 the cited excerpt is attached hereto as Exhibit 1.

13 Exhibit 2: Relevant excerpts from the Declaration of Adrian (Avi) Davis in Support of
14 Application and Order to Show Cause and Temporary Restraining Order Re: Irreparable Harm,
15 filed with the court on or about October 14, 2009. In particular, the Center Defendants ask that
16 the Court take notice of Paragraph 6, and Exhibit A. A true and correct copy of relevant excerpts
17 of the cited exhibit is attached hereto as Exhibit 2.

18
19 Dated: June 3, 2011

Respectfully Submitted,

20 KAMALA D. HARRIS
21 Attorney General of California

22
23 By 
24 ALLAN S. ONO
25 Deputy Attorney General
26 *Attorneys for Defendants*
27 *California Science Center and Jeffrey*
Rudolph in his official capacity and the
President and CEO of the California
Science Center

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11/08/08

EXHIBIT 1

1 William J. Becker, Jr., Esq. (SBN 134545)
2 **THE BECKER LAW FIRM**
3 11500 Olympic Blvd., Suite 400
4 Los Angeles, California 90064
5 Phone: (310) 636-1018
6 Fax: (310) 765-6328
7 *Affiliate attorney of The Rutherford Institute*

8 Attorneys for Plaintiff,
9 AMERICAN FREEDOM ALLIANCE

10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

12 **AMERICAN FREEDOM ALLIANCE**, a
13 nonprofit corporation;

14 Plaintiff,

15 vs.

16 **CALIFORNIA SCIENCE CENTER**, a legal
17 entity of the State of California;
18 **CALIFORNIA SCIENCE CENTER**
19 **FOUNDATION**, a nonprofit corporation;
20 **JEFFREY RUDOLPH**, an *Individual*, and
21 **DOES 1 through 50**, inclusive;

22 Defendants.

Case No. BC423687

Assigned to: The Hon. Terry A. Green
Dept. 14

**PLAINTIFF'S SEPARATE STATEMENT
IN RESPONSE TO DEFENDANTS
CALIFORNIA SCIENCE CENTER
FOUNDATION'S AND JEFFERY
RUDOLPH'S MOTION FOR SUMMARY
ADJUDICATION RE: CLAIMS
ASSERTED UNDER THE U.S.
CONSTITUTION AND CALIF.
CONSTITUTION**

[Memo. of Ps & As; Obj. to Evid.; Decl. of W.
Becker, Jr.; Decl. of T. Woodward; Decl. of P.
Lepiscopo; Appdx. of Non-Calif. Auth.; and
[Proposed] Order filed concurrently herewith]

HEARING DATE: June 9, 2011
HEARING TIME: 8:45 a.m.
DEPT: 14

Complaint Filed 10/14/09
TAC Filed: 9/18/10
Trial: 9/12/11

parties to bring and promote mutually agreeable exhibits to Center. No exhibits shall be installed on the Premises by Foundation unless the plans, . . . the subject matter, the financial arrangements, such as if any fees will be charged for the exhibit's use or viewing, or, any other conditions affecting the transaction have been approved by Center's Executive Director or his or her designee."; "(f) Center shall provide stage materials, supplies and equipment normally required by the Foundation in order to install, remove, maintain and dismantle exhibits for display. Center agrees to maintain such exhibits to the extent funding is available and approved as necessary for this purpose. If exhibits require more staff, materials, supplies and equipment than normally associated with such exhibits, subject to available funding and approval as necessary, the parties shall mutually agree, in writing, which entity will provide funds for the additional costs."

6.

7. The Foundation funds design and development of exhibitions and education programs at the Center.

Becker Decl., Exh. No. 33, Dep. Exh. No. 200 (Rudolph Decl.) ¶ 6, 2:10-11.

8. The Foundation manages and arranges for the use of areas within the Center for private events.

Becker Decl., Exh. No. 33, Dep. Exh. No. 200 (Rudolph Decl.) ¶ 6, 2:11-13.

9. The Center and Foundation have a number of agreements that govern the relationship, including a lease relating to the IMAX Theater and a JOA. The IMAX Lease Agreement recites *no exchange of money as consideration*. Rather, that Agreement states the Center and Foundation exchanged promises concerning maintenance, operations, etc.:

Becker Decl., Exh. No. 25, Pygin Dep. Tr., 146:8-10 ["There are several contracts between the Foundation and the Science Center that define the relationship."]; *id.*, Exh. No. 30, Rudolph Dep. Tr., Dep. Exh. 194 (JOA); *id.*, Exh. No. 32, Rudolph Dep. Tr., Dep. Exh. No. 198 (Lease Agreement).

"In consideration for the Foundation's

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DATED: May _____, 2011

THE BECKER LAW FIRM

By: _____
WILLIAM J. BECKER, JR., ESQ.
Affiliated counsel with The Rutherford Institute
Attorneys for Plaintiff,
AMERICAN FREEDOM ALLIANCE

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2025 RELEASE UNDER E.O. 14176

EXHIBIT 2

1 **DECLARATION OF ADRIAN (AVI) DAVIS IN SUPPORT OF**

2 **APPLICATION AND ORDER TO SHOW CAUSE AND**

3 **TEMPORARY RESTRAINING ORDER**

4 **RE: IRREPARABLE HARM**

5 I, ADRIAN (AVI) DAVIS, declare as follows:

6
7 1. I am president of Plaintiff American Freedom Alliance ("AFA"), Plaintiff herein,
8 and am authorized to give this declaration on its behalf. AFA is and at all relevant times was a
9 nonprofit corporation duly organized and existing under the laws of California with its principal
10 place of business in Los Angeles, California. The following facts and circumstances are perso-
11 nally known to me, and if called upon to do so, I could and would competently testify as to them.

12 2. This Declaration is made in support of AFA's Motion for a Permanent Injunction
13 compelling Specific Performance of a contract.

14
15 3. The AFA is a non-political, non-partisan, movement of concerned Americans that
16 promotes networking, activism and education on a variety of public issues, including the growth
17 of Islam in Europe, the United States and Canada, media bias, and academic freedom. AFA's
18 conferences, programs, publications, websites and networking groups develop tools and strate-
19 gies to counter ideologies which underlie the threat to American cultures and traditions. (See our
20 web site at <http://www.americanfreedomalliance.org>.)

21
22 4. Defendant California Science Center (hereinafter "CENTER") is an agency of the
23 State of California that purports to "aspire to stimulate curiosity and inspire science learning in
24 everyone by creating fun, memorable experiences, because we value science as an indispensable
25 tool for understanding our world, accessibility and inclusiveness, and enriching people's lives."

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28 Page 1 of 13

**DECLARATION OF ADRIAN (AVI) DAVIS IN SUPPORT OF
MOTION FOR PRELIMINARY AND PERMANENT INJUNCTION
RE: IRREPARABLE HARM**

Davis - Vol 1
EXHIBIT NO. 19
6/9/10
Wendy S. Schreiber

1 (See <http://www.california sciencecenter.org/GenInfo/AboutUs/AboutUs.php>, accessed on
2 October 12, 2009.)

3 5. Defendant California Science Center Foundation (hereinafter "FOUNDATION")
4 raises funds to support exhibits and education programs featured at the CENTER and manages
5 exhibitions and programs of scientific, educational and industrial interest. (See
6 <http://www.charitynavigator.org/index.cfm?bay=search.summary&orgid=5855>, accessed on Oc-
7 tober 12, 2009.)

9 6. Pursuant to the AFA's goals, on or about October 6, 2009, I entered into a written
10 agreement with the CENTER/FOUNDATION for an event titled "We Are Born of Stars IMAX
11 Screening." On or about October 6, 2009, AFA entered into a contract with Defendants for the
12 purpose of securing their IMAX theater as a venue for the presentation of two films and a follow
13 up discussion including two leading proponents of the intelligent design movement. (Attached
14 hereto and incorporated by reference herein as Exhibit "A" are true and correct copies of
15 the three contract documents constituting the written contract. They include an Event Let-
16 ter of Agreement, Event Policies and Procedures and Event Price Estimate).

18 7. The event is scheduled for the evening of Sunday, October 25, 2009, (less than
19 two weeks from now) at the CENTER IMAX Theatre in Los Angeles (hereinafter the "Event").
20 I agreed to pay Defendants approximately \$4,310.00 due on or before October 20, 2009, as con-
21 sideration for the use of the venue. AFA executed the "Event Price Estimate" and was provided
22 with a "California Science Center Letter of Agreement" and a document entitled "Event Policies
23 and Procedures."

25 8. The Event was to include the screening of the IMAX film "We Are Born of Stars
26 (3D)," which is described as the first Anaglyph single projector 3D film created for IM-
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**DECLARATION OF ADRIAN (AVI) DAVIS IN SUPPORT OF
MOTION FOR PRELIMINARY AND PERMANENT INJUNCTION
RE: IRREPARABLE HARM**

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1 expression. The FOUNDATION is a private foundation representing and acting on behalf of the
2 CENTER, a public institution. The FOUNDATION by their cancellation has shown its willing-
3 ness to sacrifice AFA's intellectual liberty and first amendment freedoms, under contract of law,
4 in order to placate and ingratiate itself to another institution. Further, we believe that the FOUN-
5 DATION as CENTER's representative, has overstepped its charter by trying to control the sub-
6 stance of discourse that was scheduled to occur at the CENTER on October 25th.
7

8 I declare under penalty of perjury, under the laws of the State of California, that the fore-
9 going is true and correct.

10 Executed this 14th day of October, 2009, at Los Angeles, California.

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13 Adrian (Avi) Davis, Declarant
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**DECLARATION OF ADRIAN (AVI) DAVIS IN SUPPORT OF
MOTION FOR PRELIMINARY AND PERMANENT INJUNCTION
RE: IRREPARABLE HARM**

THE BECKER
LAW FIRM
Olympic Blvd., Suite 400
Agoura, California 91301

Exhibit A



**California Science Center
Event Letter of Agreement**

Event Name: American Freedom Alliance

Event Date: Sunday, October 25, 2009

Company Name: American Freedom Alliance

Contact: Avi Davis

Title: Senior Fellow

Address: American Freedom Alliance 11500 W. Olympic Blvd. Suite 400, LA, 90064

Phone: 310-444-3086

Status:

The California Science Center Foundation has extended a courtesy hold to American Freedom Alliance until Friday, October 2, 2009. Without the group's signed Event Letter of Agreement, availability can not be guaranteed after this date.

Terms of Agreement:

By signing this agreement, the group agrees to the following terms and conditions:

- The Event Price Estimate
- The California Science Center Foundation Policies and Procedures

Payment Schedule:

Payment is due according to the following schedule. Failure of the Group to deliver payment according to the schedule may result in the cancellation of this agreement by the California Science Center Foundation at any time. Group understands that in the event of a cancellation, the deposit shall be retained or returned according to the cancellation policy defined in the Policies and Procedures. You will not forfeit your deposit if you move your event to a different available event date.

- 10/15/09 - 50% deposit (\$2,155) due
- 10/20/09 - Balance (\$2,155) due CREDIT CARD ONLY

If you would like to proceed with booking your event at the California Science Center, please sign below and return. By signing this agreement you are agreeing to the terms and conditions that are incorporated herein and with the Event Policies & Procedures. For your convenience, we also accept Visa, MasterCard, and American Express. Your date has been put on a courtesy hold, but your specific date and time will not be held beyond October 2, 2009 without receipt of the signed price estimate and sales agreement. You will not forfeit your deposit if you move your event to a different available event date. Final payment is due October 20, 2009.

Approved and Accepted:

Group name:

California Science Center Foundation
700 State Drive, Los Angeles, CA 90037
PH: 213-744-7523 FAX: 213-744-2078

By: _____

By: Lori Matsunaga

Print: _____

Print: Lori Matsunaga

Date: _____

Date: _____

09/15/09

EXA

EVENT POLICIES AND PROCEDURES

To assure your event functions smoothly at the California Science Center, please review the following policies and procedures. Once a client's Event Price Estimate is signed and the Science Center's Events Department has received a deposit, an Event Manager will handle scheduling and be the liaison between the client and the Science Center. By signing the Event Price Estimate, you are acknowledging your agreement with these policies and procedures.

REQUESTS: Requests to reserve space for a special event at the California Science Center may be accepted up to two years in advance of the event date. Only two holds per potential client are allowed at any one time. A potential client's requested date will be held for 10 business days, by the end of which time the Science Center requires a signed contract and deposit. If a signed contract and deposit have not been received within 10 business days, the date will be released to others by the California Science Center. If a definite request from a second potential client has been received for a date on hold prior to the expiration of the 10 day period, the Science Center will contact the potential client for a right of first refusal. The client then has to 3 business days to sign a contract and make the deposit.

RATES: Rental rates include event space and California Science Center standard staffing as applicable (determined by the Science Center's Event Manager) – public safety officers, an event manager, floor staff, a house engineer, janitorial services, an exhibit technician, or coat check staff. Rental of the IMAX Theater includes theater staff only. The time period for an event is three hours. Additional time will be charged on a per hour basis and will be quoted in your Event Price Estimate. Clients will be asked to sign an overtime contract if guests are in the California Science Center more than 15 minutes past the end of the contracted event time. Overtime will be billed on a net-30 day basis. Three hours of set-up/staging time and two hours of teardown time are complementary. Set-up/staging times are determined by the Science Center's Event Manager.

DEPOSITS AND FINAL PAYMENTS: A 50% deposit, credited towards the total rental cost, is required with the signed Event Price Estimate to secure an event date. This deposit is 100% refundable if your event is cancelled over 180 days before the event date, 50% refundable if cancelled between 180-90 days before the event date, and is not refundable if cancelled less than 90 days before the event date. A deposit will not be forfeited if the event is moved to a different available event date within one year (10 business days advanced notice required). Final payment is due 10 days before the event to prevent cancellation of your booking and is not refundable. You are liable for any vendor costs associated with your event's cancellation or date change.

NOTIFICATIONS: If the need to cancel your event should arise, the Event Services Office requests immediate written notification, regardless of any refund opportunity.

START/END TIMES: The Donald P. Loker Conference Center and the Wallis Annenberg Building are available for rent 24 hours a day, seven days a week. Events within the main visitor circulation or gallery spaces are available for rent from 6:00 P.M. to 1:00 A.M. and from 7:00 A.M. to 9:30 A.M. in most cases.

AVAILABLE FURNITURE AND EQUIPMENT: The California Science Center has furniture and equipment that will be available on a first come, first served basis for your event. Such equipment includes tables, chairs, portable staging equipment and A/V equipment. Please see your Event Manager for availability. The California Science Center can not be held responsible for equipment malfunction, damage, or non-availability on the day of your event.

INSURANCE: All clients and outside caterers are required to provide a certificate of public liability and property damage insurance in the amount of \$2,000,000, naming the California Science Center, the California Science Center Foundation and the State of California as additional insured for the term of your event (including setup, event, & teardown time). Please provide the Science Center's Event Manager evidence of your insurance coverage at least two weeks before your event date. Live performers must be covered by additional insurance.

LIABILITIES: By signing the Event Price Estimate (EPE), clients agree to pay the cost of repair, restoration, replacement of damage done by you, your subcontractors, vendors, agents, or invitees to the California

Science Center, its equipment or exhibits. The California Science Center shall be held harmless for all claims arising out of use of the California Science Center and the California Science Center's property. Client assumes full responsibility for theft, loss or damage to any property and equipment brought to the California Science Center by you, your subcontractors, vendors, agents, or invitees. Contracts made directly with your vendors are solely between you and your vendor. Clients are to ensure that all vendors review and agree to comply with all requirements established by the California Science Center. The Client is also responsible to abide by all fire codes set forth by the City of Los Angeles' Fire Department. By signing the Event Price Estimate you acknowledge that the California Science Center is not responsible for policing your fire code adherence and is not responsible for the refunding of rental fees due to the closure of an event by a Fire Marshall.

LOSS OR DAMAGE: The California Science Center is not responsible for any damage or loss of articles placed or left in the California Science Center prior to, during or following an event.

EXCLUSIONS: The facility rental fees do not include the following services: parking, live science demonstrations, IMAX film screenings, food or beverage service, special tour requests, décor, more than three event walkthroughs, linens, radios, or a Fire Marshall's time. All of the above services will be called out individually in a client's contract if provided. Services may not always be available.

PAYMENT: 100% payment of the amount stated in the Event Price Estimate is due at least 10 days before the event. Payments can be made with Visa, MasterCard, American Express, check or money order payable to the California Science Center Foundation. All charges incurred during the event, i.e. damage, additional parking, event overtime, rentals, etc. will be billed after the event and are due net-30. A service charge of 1.5% per month will be billed on all accounts over 30 days. Any invoices not paid within 120 days of invoice date will be forwarded to a collection agency.

CHECKS RETURNED FOR INSUFFICIENT FUNDS: The Science Center will charge a \$35.00 processing fee for any check returned for insufficient funds. If a check is returned, a cashier's check or credit card payment will be required.

PARKING: Self-parking in the Science Center's parking lots is \$10.00 per car and \$25.00 per commercial van, limousine, or bus (subject to change). Clients are welcome to pre-pay for their guests or let guests pay on their own. Valet parking can also be arranged per car through the Exposition Park Manager's Office (Adrianna Vasquez at 213.744.7458). Consult in advance with the Science Center's Event Services Office for information about other parking arrangements. Specific parking spaces can not be reserved ahead of time.

EXHIBITS: We strive for 100% exhibit operation, but some exhibits are routinely removed or shut down for scheduled maintenance based on attendance and/or use. The Special Exhibits Gallery also closes periodically for varied amounts of time to remove and replace traveling exhibits. No discounts or refunds will be made for these closures.

MATERIAL EQUIPMENT: California Science Center personnel are not responsible for moving, setting up, or taking down any equipment that does not belong to the Science Center with the exception of banners. All requests for movement of Science Center owned furniture and equipment must go through the California Science Center's Event Manager. All non-Science Center items must be removed immediately following the event.

SET-UP & STAGING: Set-up/staging of events is only permitted to take place within the Donald P. Loker Conference Center and Wallis Annenberg Building or in the service hallways during Science Center operational hours (8:30 A.M. – 5:00 P.M. daily) provided express permission is granted from the Event Services Department. Rental of the Loker Conference Center for staging purposes is also subject to availability. Three hours of set-up/staging time and two hours of teardown time are complementary with your event rental. Set-up/staging times are determined by the Science Center's Event Manager.

TEARDOWN & CLEAN UP: Teardown and clean up must be completed within two hours after the event ends. The client and its sub-contractors (caterer, event co., décor co., etc.) are responsible for removal of all personal and company property within that time unless other arrangements are made in advance with the California Science Center's Event Manager. Teardown and clean up for events occurring before operational hours must be

completed by 8:00 A.M. The client and its sub-contractor's responsibilities for teardown and clean up include: returning the event area(s) to the condition immediately prior to the event, removal of all trash from the Science Center property (including catering trash).

DECORATIONS: No candles or open flames are permitted inside the Science Center unless a permit from the Fire Marshall is submitted to the Event Manager 2 weeks prior to the event. (Note: the Fire Marshall allows some types of candles and a diagram or sample should be submitted to the Fire Marshall for approval.) Absolutely no pins, nails, staples or tapes of any kind are permitted on any walls, ceilings or floors on the Science Center property. No pyrotechnics are permissible on Science Center property. No helium balloons (air-filled OK) are permissible inside the Science Center. No objects can be hung from the ceiling without express prior permission and assistance from the Science Center (additional fees may apply). Also, no glitter, sequins, confetti, fake snow, etc. is allowed on the Science Center property. Decorations are not allowed in the exhibit halls. The client is responsible for removing or causing the removal of all decorations immediately following the event. Nothing is allowed in the Big Lab fountain.

Only the Science Center can hang banners. The Science Center will hang (2) banners for free – additional banners will be hung for \$50.00 per banner. Banners will most likely not be taken down immediately after your event. If you need your banners returned, please arrange for a messenger to pick them up the following day. Clients must notify the Event Manager when the messenger is scheduled to arrive. Any banner, décor or printed materials left for more than one business day will be discarded.

SMOKE FREE FACILITY: The California Science Center is a smoke free facility. No smoking is permitted in this building or within 20 feet of its entrances.

MUSIC: Live music is allowed after the California Science Center has closed to the public for the duration of your event. More information can be obtained by speaking with the Event Manager in the Event Services Office.

ACTS OF GOD CLAUSE: The California Science Center is not responsible for weather or road conditions (including traffic), power outages, acts of God, criminal activities, economic downturns, political changes, or any other activity, event or condition beyond its control. There will be no refunds or allowances resulting from these conditions.

PROMOTIONAL MATERIALS: It is required that the Event Services Office approve, for technical and factual accuracy, all promotional materials mentioning the California Science Center produced for your event (including invitations, programs, press releases, etc.) prior to printing or broadcast. Please allow sufficient time for this approval.

MINIMUM RENTAL/MAXIMUM GUEST COUNT: The maximum amount of guests allowed inside the Science Center for a buyout is 4,000. The maximum amount of guests allowed inside the Wallis Annenberg Building for a buyout is 1,100. Guests will be click-counted if the number of estimated guests is near Fire Marshall capacities on any room or near 500 total guests for the appropriate rate structure (See additional information under RATES).

CATERING: The California Science Center encourages the use of our in-house caterer, Kensington Caterers, which can be reached by calling (323) 935-4300. If a client chooses to use an outside caterer, that client will be charged the \$1,000 outside caterer fee (also, a \$1000 outside liquor fee if applicable) and the caterer must be approved in advance by the Event Services Office. A signed agreement must be entered into between the California Science Center Foundation and any outside caterer at least two weeks before your event (see also INSURANCE above). Food and beverage is not allowed inside the exhibit galleries or without contracting with a caterer. Outside caterers are responsible for bringing jack-stands and trays to be placed outside of exhibit galleries for glassware. The Science Center's Event Manager will determine upon request how many jack-stands will be needed outside exhibit galleries.

Outside caterers are not permitted to use the in-house kitchen facilities for any reason and must build an off-premise kitchen in an area designated by the Science Center's Event Manager. Equipment brought to the Science Center used to heat or cook food must be approved in advance by the California Science Center's Event Manager. Sternos are allowed inside the Science Center for warming food only. Propane stoves and ovens and charcoal grills are only allowed in designated Science Center outdoor areas. Outside caterers must bring their own trashcans/bags and remove all trash at the end of the event. A limited amount of electricity is available in the designated kitchen areas – water is not available. Any outside caterer must attend a final event walkthrough with the Science Center's Event Manager and the client at least one week before the event.

Alcoholic beverages may be served by Kensington or by approved outside caterers or other pre-approved vendors provided that they obtain written proof of a one-day serving permit from the Alcoholic Beverage Control Board (213-897-5391). The California Science Center's Event Manager must receive a copy of the permit at least one day before your event. In addition, a \$1000 outside liquor fee will be charged.

ON-SITE EVENT WALKTHROUGH: Once the Letter of Agreement has been signed, the Science Center's Event Manager will arrange an on-site event walkthrough with the client and any caterer to discuss plans, policies, procedures and any equipment or materials necessary for your event. Outside vendors will also be invited to attend. A final walkthrough is required no later than (2) weeks prior to the event and must include your outside caterer. All event walkthroughs are scheduled by the Science Center's Event Manager during weekday business hours and by appointment only. There will be an additional charge of \$50.00 per event walkthrough over three. Please consult the Science Center's Event Manager if more than three event walkthroughs are anticipated.

DELIVERIES/LOADING DOCK: The Science Center does not take responsibility for deliveries or storage of materials and equipment. Any delivery to the Science Center must be met by a representative of the client and arranged in advance with the Science Center's Event Manager. The client is responsible for bringing their own cart or hand-truck to transport materials or equipment from the loading dock to the event area if necessary. (Any overnight storage of materials or equipment is based strictly on available space and must be accompanied by a dedicated Department of Public Safety Officer at the hourly overtime rate.)

CLIENT RESPONSIBILITIES: Any guest management function at an event, e.g. nametags, entry restrictions, early entry, registration, etc. is solely the responsibility of the client and not the responsibility of California Science Center staff.

While the Event Manager will inform the client when the event is approaching the end of the contracted time, it is the client's responsibility to make sure all guests leave the California Science Center by the end of the contracted event time. Clients will be required to sign an overtime contract if their guests are in the California Science Center more than 15 minutes past the end of the contracted event time. Overtime will be billed on a net-30 basis.

OUTSIDE SECURITY FORCE: Under no circumstance is an outside company permitted to provide a security function on California Science Center property. Under certain conditions, with the express written permission of the Department of Public Safety Chief in advance, individuals may be hired to perform body-guard functions in conjunction with State DPS officers.

IMAX THEATER: Seats can not be reserved in the IMAX Theater for group sales. All group sale tickets are final. The IMAX Theater is not included in a Science Center buyout and will still be open to the public during regular IMAX hours (currently 9:00 A.M.-9:00 P.M.) unless contracted for separately.

PRE-FUNCTION SPACE: Pre-function spaces are offered to events that need an area for cocktail & hors d'oeuvres receptions before a seated event begins. Minimum setup of 8ft. tables is included. Silent auctions, large reception setups and double use (before and after a seated event) are not included. Ask an Event Manager for further details.

AVAILABLE ELECTRICITY: Electricity in the California Science Center is limited to approximately (2) 20 amp circuits per floor in the central atrium. The Loker Conference Center has (4) 20 amp circuits, (1) per wall. The Big Lab in the Wallis Annenberg Building has (7) 20 amp circuits. Both the Multi-Purpose room and the Muses room have (5) 20 amp circuits each. A walkthrough with an electrician can be arranged by contacting the Event Manager.

RENTAL/BACKSTAGE SPACES: The following spaces are available for rent in the California Science Center: Edgerton Court, Disney Court, the Donald P. Loker Conference Center, the World of Life, Creative World 2nd Floor, Creative World 3rd Floor, Sky Court Gallery, Weingart Special Exhibits Gallery, Lorsch Family Pavilion, Science Plaza, the Rose Garden Café dining area, and the IMAX Theater.

When renting the entire California Science Center (buyout), all areas above excluding the IMAX Theater are included in your rental agreement and are available for use. The IMAX Theater is not included in a Science Center buyout and will still be open to the public during regular IMAX hours (currently 9:00 A.M.-9:00 P.M.) The McDonald's area is included in a Science Center buyout (an additional staffing fee will apply).

The following spaces are available for rent in the Wallis Annenberg Building: The Big Lab, The Exploration Grove, The Muses Room and the Multi-Purpose Room.

Backstage spaces can include (at the Event Manager's discretion) certain service hallways for kitchen prep-work or setup staging.

WALKIE-TALKIES: Clients and vendors are not permitted to use California Science Center walkie-talkies or Nextel. They are welcome to rent their own and, if necessary, rent an additional radio for the Science Center's Event Manager at their expense.

ESCALATOR USE: Escalators will not be set to run in the "down" mode.

FILMING ON STATE PROPERTY: Production companies must have current insurance on file at the California Film Commission which names the State of California as 'additionally insured' in the amount of \$2 million general liability and \$500,000 hired and non-owned automobile coverage. The certificate holder must be named as the State of California with the following agency: California Film Commission, 7080 Hollywood Blvd., Suite 900, Hollywood, CA 90028. Student and still photography projects are not exempt from these requirements.

Event Price Estimate

To: Avi Davis
 Senior Fellow
 American Freedom Alliance
 11500 W. Olympic Blvd., Suite 400
 Los Angeles, CA 90064

Event Name: "We Are Born of Stars IMAX Screening"
Event Date(s): Sunday, October 25, 2009
Event Time: from 6:00 PM-9:00 PM
Guest Count: 450 guests
Invoice #: CR0252

<u>Start</u>	<u>End</u>	<u>Location</u>	<u>Description</u>	<u>Price</u>
5:30 PM	7:00 PM	IMAX Theater Lobby or 2nd Floor	Reception for 50 guests	\$500
7:00 PM	9:00 PM	IMAX Theater	We Are Born of Stars -IMAX 2 screenings	\$3,400
			Darwins Dilemma - DVD	
			Panel Discussion	
9:00 PM	10:00 PM	IMAX Theater	Event load out	included
Sub-Total:				\$3,900

<u>Additional Items:</u>	<u>Quantity</u>		
A/V		Projector and Tech for DVD	included
		1 Mic and spot for panel discussion	
Shipping / Distribution		Costs from IMAX	\$310
Sub-Total:			

<u>Optional Items:</u>	<u>Quantity</u>		
Outside Caterer Fee		\$1000 if other than Kensington	tbd
Outside Liquor Fee		\$1000 if other than Kensington	tbd
Hosted self-parking		\$10 per car	tbd
Total:			\$4,310

Additional time in the IMAX Theater past 9:00 pm is \$500 per hour.

If you would like to proceed with booking your event at the California Science Center, please sign below and return. By signing this agreement you are agreeing to the terms and conditions that are incorporated herein and with the Event Policies & Procedures. For your convenience, we also accept Visa, MasterCard, and American Express. Your date has been put on a courtesy hold, but your specific date and time will not be held beyond the October 2, 2009 without receipt of the signed invoice and sales agreement. You will not forfeit your deposit if you move your event to a different available event date. **Final payment is due October 20, 2009.**

 Authorized Signature

 Date

10 - 1 - 09

DECLARATION OF SERVICE BY ELECTRONIC & U.S. MAIL

Case Name: **American Freedom Alliance v. California Science Center, et al.**
Case No.: **BC 423687**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter.

I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service that same day in the ordinary course of business.

On June 3, 2011, I served the attached **CENTER DEFENDANTS' REQUEST FOR NOTICE IN SUPPORT OF THEIR MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, SUMMARY ADJUDICATION** by transmitting a true copy via **ELECTRONIC MAIL**. In addition, I placed a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Mail at Los Angeles, California, addressed as follows:

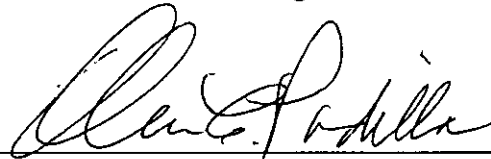
William J. Becker, Jr. Esq.
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James L. Zelenay, Jr., Esq.
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071-3197
JZelenay@gibsondunn.com

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on June 3, 2011, at Los Angeles, California.

Olivia C. Padilla

Declarant



Signature